

**IN THE UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION**

IN RE:

MILLARD COURTNEY FARMER,  
JR.

Debtor.

CHAPTER 13

CASE NO. 18-52363-JWC

**MOTION TO SELL PROPERTY**

COMES NOW, Debtor and respectfully shows:

1.

This Court has exclusive jurisdiction over the property in question under 28 USC § 1334.

2.

The residence of Debtor is worth approximately \$485,000 and is free of liens.

3.

The Debtor is required by the settlement agreement, plan and order entered by the Court (Docket 71) to sell such property.

4.

In connection with said sale of the property, and subject to the terms of the Settlement Agreement, \$450,000.00, in immediately available funds, and without any reductions or offsets for sale closing costs, transfer taxes, or otherwise, would

be paid directly to Kilpatrick, Townsend & Stockton LLP (“KTS”), in its capacity as attorney for John H. Murphy, by delivery of the same to KTS via a certified bank check or a wire transfer.

5.

Such a sale would realize the full value of the house and would not jeopardize the rights of any other creditor or the Chapter 13 Trustee.

6.

A true and correct copy of the proposed sales contract appears at Docket 109. The property is to be sold for \$486,000. An amendment to the agreement signed by Debtor is attached. Closing shall be on or before October 21, 2019.

7.

In the event KTS has not received the Settlement Amount on or before the date stated in the Settlement Agreement, or such other date if agreed to in writing by KTS in its sole discretion, KTS may enforce the Settlement Agreement including, without limitation, immediately recording the Quitclaim Deed received from the Debtor, free and clear of any and all liens including those of the brokers and the buyer involved in the sale, and Debtor being responsible for all costs and expenses for such transfer including any transfer taxes. If requested by KTS, and in lieu of the Quitclaim Deed already delivered to KTS, Debtor shall execute a new Quitclaim Deed, in substantially the same form, in the name of an affiliate of KTS.

8.

Movant requests that the fourteen day stay under Rule 6004 be waived, so that the parties can close immediately after the entry of the order.

This 23rd day of September, 2019.

/s/ Ralph Goldberg  
Ralph Goldberg  
Georgia Bar No. 299475  
Attorney for Millard Farmer  
Goldberg & Cuvillier, P.C.  
1400 Montreal Road, Suite 100  
Tucker, GA 30084-6919  
(770) 670-7343  
(770) 670-7344 (FAX)  
attorneygoldberg@hotmail.com

**CERTIFICATE OF SERVICE**

This is to certify that I have this day served debtor, creditors and Trustee in the foregoing matter with a copy of this document by depositing in United States Mail copies by email or by notification by electronic filing to:

Millard Courtney Farmer, Jr.  
1196 DeKalb Ave  
Atlanta, GA 30307

Julie M. Anania  
Nancy J. Whaley  
Standing Ch. 13 Trustee  
Suite 120  
303 Peachtree Center Avenue  
Atlanta, GA 30303-1286

City of Atlanta  
Office of Revenue  
55 Trinity Ave, Suite 1350  
Atlanta, GA 30303

DeKalb County Tax Commissioner  
4380 Memorial Drive, Suite 100  
Decatur, GA 30032

John H. Murphy  
John Harold Murphy  
Kilpatrick Townsend & Stockton. LLP  
1100 Peachtree St. NE, Suite 2800  
Atlanta, GA 30309

LVNV Funding, LLC its successors and assigns as  
assignee of Citibank, N.A.  
Resurgent Capital Services  
PO Box 10587  
Greenville, SC 29603-0587

Resurgent Capital Services  
P.O. Box 10587  
Greenville, SC 29603

Collin Michael Bernardino  
Kilpatrick Townsend & Stockton LLP  
1100 Peachtree Street, N.E.  
Atlanta, Ga. 30309-4530

This 23rd day of September, 2019.

/s/ Ralph Goldberg  
Ralph Goldberg  
Georgia Bar No. 299475  
Attorney for Debtor

**Goldberg & Cuvillier, P.C.**  
1400 Montreal Road, Suite 100  
Tucker, Georgia 30084-6919  
(770) 670-7343  
(770) 670-7344 (FAX)  
attorneygoldberg@hotmail.com



## AMENDMENT TO AGREEMENT AMENDMENT # \_\_\_\_\_

Date: September 19, 2019



2019 Printing

Whereas, the undersigned parties have entered into a certain Agreement between Vincent Camiolo ("Buyer") and Millard Farmer ("Seller"), with a Binding Agreement Date of August 4, 2019 for the purchase and sale of real property located at: 1196 Dekalb Ave NE, Atlanta, Georgia 30307-2079; and

Whereas, the undersigned parties desire to amend the aforementioned Agreement, it being to the mutual benefit of all parties to do so;

Now therefore, for and in consideration of the sum of Ten Dollars (\$10) and other valuable considerations paid by each to the other, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to modify and amend the aforementioned Agreement as follows: [Note: The following language is furnished by the parties and is particular to this transaction.]

1/ Financing Contingency shall be through October 21, 2019.

2/ The Closing Date shall be on or before October 21, 2019.

☐ Additional pages are attached.

It is agreed by the parties hereto that all of the other terms and conditions of the aforementioned Agreement shall remain in full force and effect other than as modified herein. Upon execution by all parties, this Amendment shall be attached to and form a

Vincent Camiolo  
dotloop verified  
09/20/19 6:30 PM EDT  
NJJL-WZUS-AQ1Y-JSRO

1 Buyer's Signature Vincent Camiolo

2 Buyer's Signature

☐ Additional Signature Page (F267) is attached.

Keller Williams Realty Cityside  
Selling Brokerage Firm

Frank Brockway  
dotloop verified  
09/20/19 6:10 PM EDT  
WBKI-BRLA-ZVM8-MQPF

Broker/Affiliated Licensee Signature

Frank Brockway

ARA

REALTOR® Membership

DocuSigned by:

Millard Farmer

1 Seller's Signature Millard Farmer

2 Seller's Signature

☐ Additional Signature Page (F267) is attached.

RE/MAX Around Atlanta

Listing Brokerage Firm

Donna J. Hall  
DocuSigned by:

Broker/Affiliated Licensee Signature

Donna J. Hall

Atlanta Board

REALTOR® Membership

**Acceptance Date.** The above Amendment is hereby accepted, 9:45pm o'clock    .m. on the date of September 20, 2019, ("Acceptance Date"). This Amendment will become binding upon the parties when notice of the acceptance of the Amendment has been received by offeror. The offeror shall promptly notify offeree when acceptance has been received.

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F701, Amendment to Agreement, 01/01/19